UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re: Angela E. Barlow

Case No. 18-23759 CMB

Debtor

Chapter 13

Angela E. Barlow

Movant

v.

Wilmington Savings Fund and PWSA Respondents

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED SEPTEMBER 17, 2018

- 1. Pursuant to 11 U.S.C. §1329, the Debtor has filed an Amended Chapter 13 Plan dated April 1, 2021, which is annexed hereto as Exhibit "A" (the "Amended Chapter Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:
 - increase the plan payment in response to notice of mortgage payment change
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:
 - 1.3 is modified to identify a non-standard plan provision in 9.1
 - 2.1 is modified to increase the plan payment, and to reflect the extension of the plan to 84 months which was previously approved by court order
 - 3.1 is modified to increase the monthly mortgage payment in response to a notice of mortgage payment change, and to update the name of the creditor to reflect a transfer of the claim
 - 3.6 is modified to add PWSA as a creditor
 - 9.1 is modified to identify the extension of the plan by previous confirmation order
 - 3. Debtor submits that the reasons for the modification is as follows:
 - See answer to #2.
- 4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with [11 U.S.C. ~ 1322(a).1322(b). 1325(a) and 1329] and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

/s/Catherine T. Martin
Attorney for Debtor/Movant
Pa. I.D. #29049; Firm #213
NLSA, 928 Penn Avenue
Pittsburgh, PA 15222-3799
(412) 586-6118
Email: martinc@nlsa.us

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Fill in this info	ormation to identify you	ır case:						
Debtor 1	3	E . Middle Name	Barlow Last Name			Check if this is	elow	the
Debtor 2 (Spouse, if filing)	First Name B	Widdle Name	Last Name		l	sections of the been changed !.1; 3.1; 3.6; 9.1		that have
United States Ba	nkruptcy Court for the Weste	ern District of Penr	sylvania		1.0, 2	, 5, 5.0, 5		
Case number (if known)	18-23759 CMB		= =					
Western	District of Pen	nsylvania						
Chapter	· 13 Plan Da	ted: April 1	, 2021					
Part 1: Not	ices							
To Debtors:	This form sets out o indicate that the opt rulings may not be co	ion is appropr onfirmable. Th	iate in your circu e terms of this pl	in some cases, but the pre umstances. Plans that do an control unless otherwise	not co	mply with loca	al rul	
	In the following notice	•		.,				
To Creditors:				YOUR CLAIM MAY BE REDI	-			
	attorney, you may wist			our attorney if you have one in	1 this da	inkruptcy case.	ir yo	u do not nave ar
	ATTORNEY MUST FI THE CONFIRMATION PLAN WITHOUT FUR	LE AN OBJEC I HEARING, UI THER NOTICE	TION TO CONFIF NLESS OTHERW IF NO OBJECTION	OUR CLAIM OR ANY PRO RMATION AT LEAST SEVEI ISE ORDERED BY THE CO ON TO CONFIRMATION IS F OF OF CLAIM IN ORDER TO	N (7) D/ DURT. FILED.	AYS BEFORE THE COURT I SEE BANKRUI	THE I	DATE SET FOR CONFIRM THIS RULE 3015. IF
		following item	s. If the "Includ	Debtor(s) must check one i led" box is unchecked or i).				
payment				i, which may result in a par e action will be required		Included	•	Not Included
	of a judicial lien or not (a separate action will			ney security interest, set ou limit)	t in	C Included	•	Not included
I.3 Nonstanda	rd provisions, set out i	n Part 9	AJ			(Included	0	Not Included
Part 2: Pla	n Payments and Len	gth of Plan						.
1 Debtor(s) will	make regular payments	s to the trustee	:					
Total amount of			A2561 25	m of 84 months shall be	paid to	the trustee from	n futi	ure earnings as
follows: Payments	By Income Attachment	Directly by D	ebtor	By Automated Bank Trans	fer			
D#1	\$0.00		\$616.00	\$0.00				
D#2	\$0.00		\$0.00	\$0.00				

Debtor(\$) Case 18 23759-CMB Doc 49 Filed 04/01/21 Entered Page 4 of 12 Document 2.2 Additional payments: Unpaid Filing Fees. The balance of \$ 310.00 shall be fully paid by the Trustee to the Clerk of the Bankruptcy Court from the first available funds. Check one None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments plus any additional sources of plan funding described above. Part 3: **Treatment of Secured Claims** 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. Name of creditor Collateral Current Amount of Start date installment arrearage (if (MM/YYYY) payment any) (including escrow) Debtor's residence at 309 N. Fairmount Wilmington Savings Fund \$359.85 \$7,618.02 5/1/21 Street, Pittsburgh, PA 15206 Monthly mortgage since filing: 10/18-4/19 349.64 5/19-7/19 373.99 \$0.00 \$0.00 8/19-4/20 399.03 5/20-4/21 354.51 5/21 359.85 Insert additional claims as needed. 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims. Check one None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.

of creditor's total collateral claims senior secured rate payment to claim (See Para. 8.7 to creditor's claim creditor below)

Value of

Amount of

Amount of

Interest

Monthly

For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an

unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding)

Collateral

Estimated amount

Name of creditor

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\$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Debtor(\$Case 18 23759-CMB Doc 49 Filed 04/01/21 Entered 04/01/21 12:56:45 Entered 04/01/21 21:56:45 Entered 04/01/21 Entered Page 6 of 12 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral **Amount of claim** Interest **Monthly payment** to creditor rate \$0.00 0% \$0.00 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filling a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed.

3.5 Surrender of Collateral.

Check one.

None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

^{*}If the lien will be wholly avoided, insert \$0 for Modified principal balance.

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
PWSA	\$1,650,21	Sewage	10	83-J-23	through 9/24/18

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to NO FEES CHARGED	In addition to a retainer of \$_	(of which \$ was	
payment to reimburse costs advanced and/or a no-look costs deposit)	already paid by or on behalf of	the debtor, the amount of \$ is	to
be paid at the rate of \$ per month. Including any retained	er paid, a total of \$	in fees and costs reimbursement has be	en
approved by the court to date, based on a combination of the n	o-look fee and costs deposit	and previously approved application(s)	for
compensation above the no-look fee. An additional \$ w	vill be sought through a fee app	lication to be filed and approved before a	ıny
additional amount will be paid through the plan, and this plan contai amounts required to be paid under this plan to holders of allowed unse	0 , ,	l additional amount, without diminishing t	the
Check here if a no-look fee in the amount provided for in Local Ba debtor(s) through participation in the bankruptcy court's Loss Mitig compensation requested, above).			

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status	
	\$0.00	0%	_	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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	debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.								
	Check here it this payment is for prepetiti	Check here if this payment is for prepetition arrearages only.							
	Name of creditor (specify the actual payee, SCDU)	e.g. PA Description	Claim	Monthly payment or pro rata					
			\$0.00	\$0.00					
	Insert additional claims as needed.								
4.6	Domestic Support Obligations assigned o	r owed to a governmental unit and paid	less than full amount.						
	Check one.								
	None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced.								
	The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision requires that payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4).								
	governmental unit and will be paid less	than the full amount of the claim unde							
	governmental unit and will be paid less	s than the full amount of the claim unde 60 months. See 11 U.S.C. § 1322(a)(4).							
	governmental unit and will be paid less payments in Section 2.1 be for a term of	s than the full amount of the claim unde 60 months. See 11 U.S.C. § 1322(a)(4).	er 11 U.S.C. § 1322(a)(4).						
	governmental unit and will be paid less payments in Section 2.1 be for a term of	s than the full amount of the claim unde 60 months. See 11 U.S.C. § 1322(a)(4).	er 11 U.S.C. § 1322(a)(4).						
	governmental unit and will be paid less payments in Section 2.1 be for a term of	s than the full amount of the claim unde 60 months. See 11 U.S.C. § 1322(a)(4).	er 11 U.S.C. § 1322(a)(4).						
	governmental unit and will be paid less payments in Section 2.1 be for a term of Name of creditor	s than the full amount of the claim unde 60 months. See 11 U.S.C. § 1322(a)(4).	er 11 U.S.C. § 1322(a)(4).						
	governmental unit and will be paid less payments in Section 2.1 be for a term of the Name of creditor Insert additional claims as needed.	s than the full amount of the claim unde 60 months. See 11 U.S.C. § 1322(a)(4).	er 11 U.S.C. § 1322(a)(4).	This provision requires that Tax periods					

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Pai	rt 5: Treatment of Nonpriority Unse	cured Claims				
5.1	Nonpriority unsecured claims not separate	ely classified.				
	Debtor(s) ESTIMATE(S) that a total of \$0	will be available for dis	stribution to nonpriority unsec	cured creditors.		
	Debtor(s) ACKNOWLEDGE(S) that a MININ alternative test for confirmation set forth in 11		paid to nonpriority unsecur	ed creditors to comply	with the liquidation	
	The total pool of funds estimated above is available for payment to these creditors under percentage of payment to general unsecured of allowed claims. Late-filed claims will not be pro-rata unless an objection has been filed wincluded in this class.	er the plan base will be detern I creditors is 0 %. ° e paid unless all timely filed cl	nined only after audit of the The percentage of payment aims have been paid in full.	plan at time of complet may change, based up Thereafter, all late-file	tion. The estimated on the total amoun d claims will be paid	
5.2	Maintenance of payments and cure of any	default on nonpriority unse	cured claims.			
	Check one.					
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.					
	The debtor(s) will maintain the contractument which the last payment is due after the amount will be paid in full as specified be	final plan payment. These pa	lyments will be disbursed by			
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)	
		\$0.00	\$0.00	\$0.00		
	Insert additional claims as needed.			**************************************		
5.3	Postpetition utility monthly payments.					
	The provisions of Section 5.3 are available monthly combined payment for postpetition us not change for the life of the plan. Should the amended plan. These payments may not redebtor(s) after discharge.	tility services, any postpetition ne utility obtain a court order a	n delinquencies, and unpaid sauthorizing a payment chang	security deposits. The je, the debtor(s) will be	claim payment will required to file an	
	Name of creditor	Monthly pa	yment Postpetit	ion account number		
			\$0.00			

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5.4	Other separately classified	Other separately classified nonpriority unsecured claims.								
	Check one.									
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.									
	The allowed nonpriority u	unsecured claims listed below are separa	ately classified and	d will be treated as follo	ows:					
	Name of creditor Basis for separate classic for sep		ssification and	Amount of arrearag	rate pa	timated total yments trustee				
				\$0.00	0%	\$0.00				
	Insert additional claims as ne	eded.								
Pa	rt 6: Executory Contra	acts and Unexpired Leases								
	<u>-</u>		•							
6.1	The executory contracts an and unexpired leases are re	nd unexpired leases listed below are a ejected.	assumed and will	be treated as specifi	ed. All other exe	ecutory contracts				
	Check one.									
	None. If "None" is check	ked, the rest of Section 6.1 need not be	completed or repro	oduced.						
	Assumed items. Curre trustee.	nt installment payments will be dist	oursed by the tri	ustee. Arrearage pa	yments will be o	disbursed by the				
	Name of creditor	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)				
			\$0.00	\$0.00	\$0.00					
	Insert additional claims as needed.									
Pai	Vesting of Proper	rty of the Estate								
7.1	Property of the estate shall	not re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the confi	rmed plan.				
		• •				•				
Pai	rt 8: General Principle	s Applicable to All Chapter 13 Pla	ans							
		-								

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions 9.1 Check "None" or List Nonstandard Plan Provisions. None. If "None" is checked, the rest of part 9 need not be completed or reproduced. Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

Debtor's plan was approved for an extension to 84 months by confirmation order dated 5/18/20.

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Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

x	x	
Signature of Debtor 1	Signature of Debtor 2	
Executed on	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/Catherine T. Martin	DateApr 1, 2021	
Signature of debtor(s)' attorney	MM/DD/YYYY	